

Combined Synopsis/Solicitation
RFP 70CMUSD19R00000002 –RAPID DNA TESTING

(i) This is a combined synopsis/solicitation issued for commercial items prepared in accordance with the format in the Federal Acquisition Regulations (FAR) Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. The clauses and provisions referenced in this solicitation may be reviewed/obtained in full text form at <http://www.acquisition.gov/far>.

(ii) This solicitation number 70CMUSD19R00000002 is being issued as a full and open request for proposal (RFP) and the government contemplates award of one (1) Firm Fixed Price, Indefinite Delivery Indefinite Quantity (IDIQ) contract with one (1) 5-month base period and one (1) 5-month option period resulting from this solicitation. The Government is requesting quotes for the supplies and services as detailed in Attachment 1: Statement of Work (SOW) and the CLINs as listed below. The government intends to issue the first task order at contract award.

(iii) This solicitation document (RFP) and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 26 October 2018 updated through FAC 2005-101

(iv) This RFP is issued under NAICS code 334516, Analytical Laboratory Instrument Manufacturing. The size standard is 1000 employees. This requirement is being issued as full and open with no set aside.

(v) The following list of contract line item number(s), units of measure, quantities, item number, needed by the Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE) Agency, Homeland Security Investigations, is as follows:

Base Period (5 months) Estimated Date of Award 06/15/2019-11/14/2019

CLIN	Description	QTY	Type	Unit	Unit Price	Total
0001	DNA Test (all costs to include but not limited to shipping costs, supplies and sampling materials, equipment operation training, equipment maintenance IAW SOW)	50,000	FFP	EA		
0001AA	DNA Processing Instruments to include any necessary operational software and shipping costs	14			NSP	

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0001AB	Training Costs				NSP	
0001AC	Equipment Maintenance				NSP	
0002	Equipment Relocation (Contracting Officer will notify contractor when this is required)	6	FFP	EA		
0003	Travel (ODCs) Prior to commencing travel in performance of a task/delivery order, the Contractor must obtain written approval from the Contracting Officer. All travel will be in accordance with the Federal Travel Regulations					

Option Period One (5 months) 11/15/2019 – 04/14/2020

CLIN	Description	QTY	Type	Unit	Unit Price	Total
1001	DNA Test (all costs to include but not limited to shipping costs, supplies and sampling materials, equipment operation training, equipment maintenance IAW SOW)	50,000	FFP	EA		
1001AA	DNA Processing Instruments to include any necessary operational software and shipping costs	14			NSP	
1001AB	Training Costs				NSP	
1001AC	Equipment Maintenance				NSP	
1002	Equipment Relocation	6	FFP	EA		
1003	Travel (ODCs) Prior to commencing travel in performance of a task/delivery order, the Contractor must obtain written approval from the Contracting Officer. All travel will be in accordance with the Federal Travel Regulations					

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	Travel Regulations.					
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(vi) Description of Requirements:

(vii) There are multiple delivery locations for this award. See Attachment 2 for a list of specific locations for delivery and acceptance and point of contacts.

(viii) FAR clause 52.212-1, Instructions to Offerors-Commercial Items (August 2018) applies to this acquisition. To be considered for award quotes must be submitted with prices provided for all contract line item number (CLINS), including the Option Period CLINS. Contractor format is acceptable. Contractors must have an active DUNS. Provide your company's DUNS along with your quote.

(ix) Evaluation factors and basis of award.

The Government will make an award based on the Lowest Price Technically Acceptable (LPTA) offer. The Government will evaluate the lowest priced offeror first. If that offeror's technical proposal is acceptable, evaluations will cease and award will be made. Past Performance will not be evaluated. The Government intends to make award on original offers; however, we reserve the right to hold discussions.

The Evaluation factors are as follows:

1. Technical Approach/Product Specifications
2. Specialized Experience
3. Past Performance
4. Price

Technical Evaluation Ratings	
Rating	Definition
Acceptable	The offer /quotation meets all minimum requirements and demonstrates an acceptable understanding of the goals and objectives of the acquisition. Risk of unsuccessful performance is low.
Unacceptable	The offer /quotation fails to demonstrate an understanding of the goals and objectives of the acquisition and fails to meet all minimum requirements. The proposal/quotation has one or more significant weaknesses that will be very difficult and/or impossible to correct. Major revision(s) are required for minimum acceptability. Risk of unsuccessful performance is high.

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Evaluation Factors:

Factor 1: Technical Approach/Product Specifications

The contractor shall provide descriptive literature that meets the requirement of the SOW. In addition, the contractor shall describe how they are going to accomplish the requirements of the SOW.

Factor 2: Specialized Experience

The Government will evaluate whether an Offeror has relevant/specialized experience that will enhance its performance capability. Offeror's proposal shall provide a listing/summary of a minimum of (1) current or past contract performing relevant/similar work. Current or past contracts will be considered relevant/similar to this procurement if they are similar in complexity, scope of work, security, & staffed in multiple geographic locations under one contract effort. The following information should be provided:

1. Brief synopsis of the services performed
2. List the Duration of service (Must be > 6 months to be considered similar)

**NOTE—this is not a Past Performance Evaluation. The Government is evaluating for specialized experience, not past performance.

Factor 3: Past Performance

The Government will evaluate the offeror's relevant past performance (similar size, scope, and complexity), performed within three (3) years of the date of issuance of the solicitation to determine the Government's confidence that the offeror will be able to successfully perform this requirement. In performing this evaluation, the Government will consider up to 3 past performance references provided by the offeror and may consider information obtained from other sources. If an offeror has no relevant past performance information, past performance will be rated as neutral. In terms of scope, relevant past performance includes contracts that specifically dealt with DNA Testing. The Contracting Officer will evaluate Past Performance and assign each offeror a rating.

Past Performance Evaluation Ratings	
Rating	Definition
Acceptable	Based on the offeror's past performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort or the offeror's past performance record is unknown (see note below).
Unacceptable	Based on the offeror's past performance record, the Government has no reasonable expectation that the offeror will successfully perform the required effort.

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Note: If an offeror does not have a record of relevant past performance or past performance information is either unavailable or so sparse that nor meaningful rating can be reasonably assigned, the offeror may not be rated favorably or unfavorably. The offeror shall be determined to have unknown past performance. For purposes of the LPTA source selection process, the offeror would receive an acceptable rating for past performance.

Factor 4: Price:

- (a) Price will be evaluated to determine whether it is reasonable and if it reflects the offeror understands of the work. This factor will be evaluated utilizing price analysis techniques identified in FAR Part 15.404-1. The analysis will include review of price reasonableness. Offerors are cautioned unreasonably high or low prices may cause your proposal to be deemed unacceptable and rejected.
- (b) Options. The Government will evaluate offers for award purposes by using the grand total price. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (x) All offerors shall complete provision at [52.212-3](#), Offeror Representations and Certifications—Commercial Items (August 2018), electronically via the System for Award Management (SAM) online at <http://www.sam.gov> or if the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision and submit a copy of with their quote.
- (xi) FAR clause [52.212-4](#), Contract Terms and Conditions—Commercial Items (October 2018), applies to this acquisition.

ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--
COMMERCIAL ITEMS

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through the expiration date of the contract.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after final delivery of all services ordered under this contract.

(End of clause)

MINIMUM and MAXIMUM QUANTITIES

In accordance with paragraph (b) of the “Indefinite Quantity” clause, the guaranteed minimum amount to be ordered under this contract is \$1,000,000.00. The contract maximum is the total awarded price, inclusive of all ordering periods as well as the option to extend services

Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

- (1) Any order for a single item in excess of \$17,000,000.00
- (2) Any order for a combination of items in excess of \$17,000,000.00; or

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(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

SUBCONTRACTING PLAN

All large businesses will be required to submit a subcontracting plan. The subcontracting plan submitted will include the goals set forth below for each socio-economic grouping listed.

Total Subcontracting Dollars	DHS/ICE
SB Subcontracts	42.0%
SDB Subcontracts	5.0%
HUBZone Subcontracts	3.0%
SDVOSB Subcontracts	3.0%
WOSB Subcontracts	5.0%

Each subcontracting plan submitted will be reviewed to determine whether the successful offeror or offerors have submitted an acceptable subcontracting plan

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) months.

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52.247-34 F.O.B. DESTINATION (NOV 1991): (a) The term “f.o.b. destination,” as used in this clause, means—(1) Free of expense to the Government, on board the carrier’s conveyance, at a specified delivery point where the consignee’s facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and (2) Supplies shall be delivered to the destination consignee’s wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or “constructive placement” as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including “piggyback”) is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for “heavy or bulky freight.” When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

- (1)(i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

(End of clause)

(xii) FAR clause at [52.212-5](#), Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (Oct 2018), applies to this acquisition and the clause in paragraphs (b) and (c) apply: 52.203-6, 52.204-10, 52.209-6, 52.209-9, 52.219-9, 52.219-16, 52.219-28, 52.222-3, 52.222-19, 52.222-21, 52.222-26, 52.222-35, 52.222-36, 52.222-37, 52.222-40, 52.222-50, 52.222-54, 52.223-11, 52.223-12, 52.223-18, 52.223.20, 52.223.21, 52.224-3, 52.225-1, 52.225-13, 52.232-33, 52.242-5

HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS
ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or

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components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

3052.205-70 Advertisement, Publicizing Awards, and Releases.
3052.242-72 Contracting Officer's Technical Representative.
3052.247-72 F.O.B. Destination Only.

PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
 - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

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- (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

- (c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.
 - (1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
 - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
 - (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).
 - (2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
 - (3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.
 - (d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.
 - (e) Treatment of Certain Rights.
 - (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

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- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure. The offeror under this solicitation represents that [Check one]:

- it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;
- it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or
- it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

(xv) Contractor shall submit any questions via e-mail to the Contracting Officers at: Ahisha.L.Alexander@ice.dhs.gov and KennethW.Morigeau@ice.dhs.gov by **NLT 11AM CST on Thursday, May 30, 2019.**

All responses to this RFP shall also be submitted electronically via e-mail to the Contracting Officers at Ahisha.L.Alexander@ice.dhs.gov and KennethW.Morigeau@ice.dhs.gov by **NLT 9AM CST on Monday, June 3, 2019.**

(xvi) Contacts for information regarding the solicitation:

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NO PHONE CALLS will be accepted for this announcement. Any and all questions should be submitted electronically to the Contracting Specialist, Ahisha L. Alexander, at Ahisha.L.Alexander@ice.dhs.gov and KennethW.Morigeau@ice.dhs.gov

The Government Officials assigned to this contract are as follows:

Contracting Officer:

Name: Kenneth Morigeau

Phone: (214) 905-5560

Email: Kenneth.W.Morigeau@ice.dhs.gov

Contract Specialist:

Name: Ahisha L. Alexander

Phone: (214) 905-5424

Email: Ahisha.L.Alexander@ice.dhs.gov

Attachment 1: Statement of Work

Attachment 2: FOB Destination Delivery Locations and Dates

Attachment 3: Additional Applicable Clauses

Attachment 4: Delivery Order Instructions